

LAST (THE) WILL AND CODICILS
of GEORGE B. WOOD



(Oct. 30, 13 - put in box 38.)

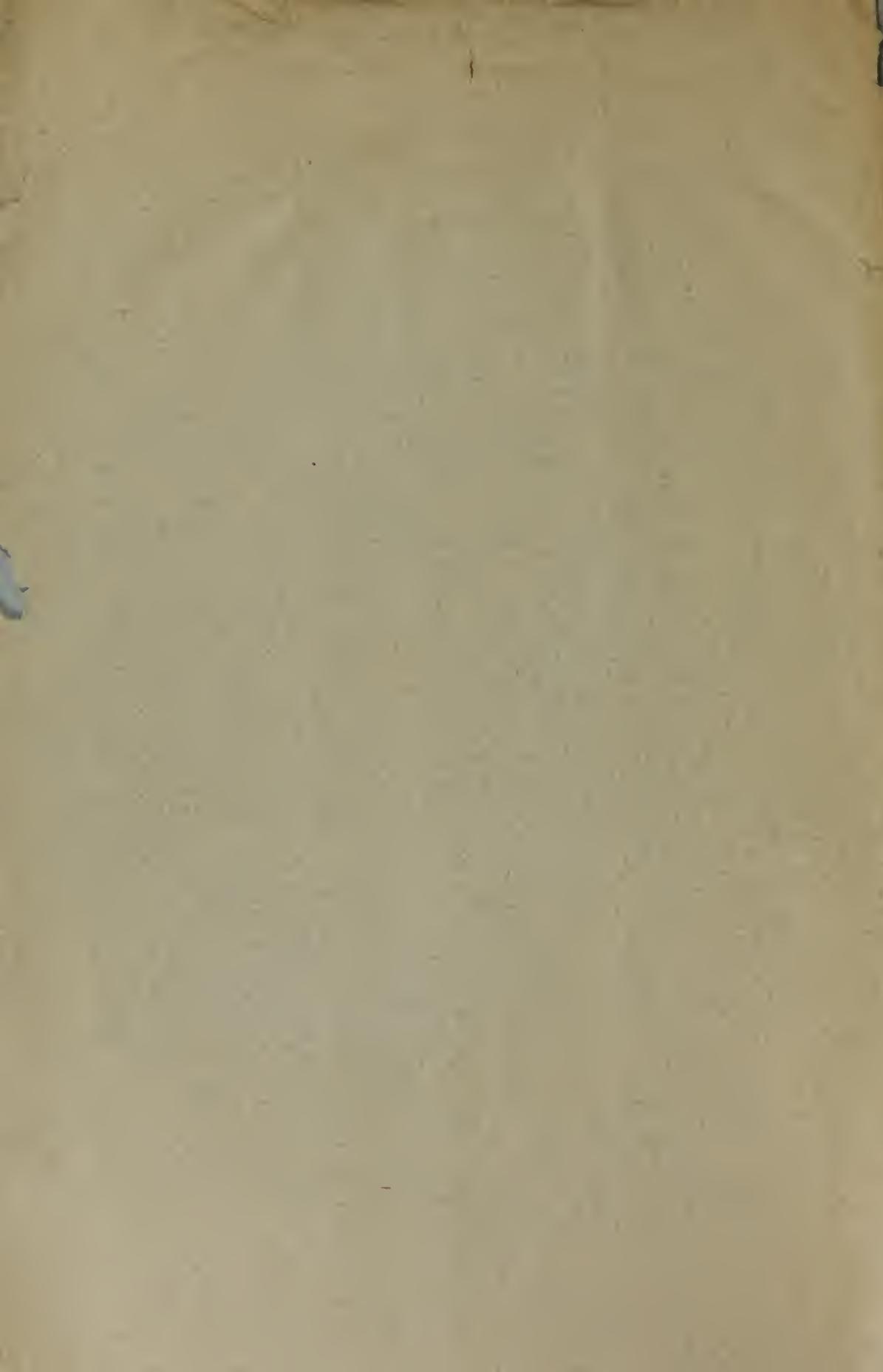
THE LAST WILL AND CODICILS

OF

GEORGE B. WOOD, dec'd.

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Be it remembered that I, George B. Wood, of the City of Philadelphia, Physician, do make this for my last will and testament.

1. I direct my body to be laid in a tomb which I have perfected in South Laurel Hill Cemetery, for the bodies of Mr. and Mrs. Hahn, my wife's parents, and our own; and when mine shall have been placed beside that of my dearly beloved wife, I direct the tomb to be closed, not again to be opened, and my name, age and date of decease to be inscribed upon it.

2 All the real estate which I shall own at my decease, or have power to dispose of, and not by this will or any codicil specifically devised, I authorize and empower my Executors to sell and convey in fee simple, without liability on the part of purchasers to see to the application of the purchase moneys, which are to be applied to the purposes directed by this will; and also to transfer any of my stocks and securities in payment of legacies, or otherwise dispose of the same.

3 The bond and mortgage of the College of Physicians of Philadelphia to me for Five thousand dollars I give and release to said Corporation, and I direct my Executors to enter satisfaction upon the record thereof, under this authority.

4 Should anything remain unpaid to me of the mortgage of my waiter John Garrison, I give and release the same to him, and I direct my Executors to enter satisfaction thereof: This and the legacy I shall give him I intend to be an acknowledgement of his long and faithful services to me.

5 I give and bequeath unto The University of Pennsyl-

vania, my Pathological Collection or Cabinet, now deposited in the Medical Department of the University, which I direct to be placed under the especial care of the Professor of Theory and Practice; and that it be, as far as practicable, preserved from injury, by insects, loss of alcohol &c. the expense to be incurred therefor to be paid by the Trustees out of the increase of the money I shall bequeath to the University; such expense, however, is not to exceed Two hundred dollars annually: The Collection to be kept separately, and is to be used for the illustration of the course of Lectures on the Theory and Practice of Medicine, in the Medical Department of the university: It is my will and desire that the official visitors named in the Charter of the said corporation shall at all times see that the said trust and conditions shall be fulfilled, and if violated to institute the proper remedy to prevent the further violation thereof: And if such breach of condition shall occur during the lives or life of my Executors and of the survivor of them, or within twenty one years thereafter, it shall be the duty of the said Executors, or the survivor of them, and of the Executors of the survivor of them, to claim the said Pathological Collection as forfeited by breach of such condition; and thereupon I bequeath the same to the College of Physicians of Philadelphia. I direct my Executors to take a receipt and declaration from the Trustees of the University of Pennsylvania, under the corporate seal, obliging them to observe and comply with the trust and conditions of this bequest. As a further precaution against the loss of this Museum I desire it to be placed in an apartment adjoining the room of the Lectures on the Practice of Medicine, and that a tablet, printed or written, be placed therein, framed and glazed, containing the conditions stated in this clause of my Will.

6 All my household furniture, including plate, statuary, pictures, and other ornaments, provisions on hand, wearing apparel, my carriages, horses and stable furniture, whether in Philadelphia or at Greenwich; also farming and gardening utensils, cattle and stock of all kinds at Greenwich, but not

including that at Stow Creek, I give and bequeath to be equally divided among my brothers and sister H. W. Scull, as they may agree ; the wife and children of my late brother Richard taking his share ; the same to be for their own use and not for sale ; and so much as they may not wish to use I direct my Executors to sell, and apply the proceeds to the general purposes of my will.

7 I give my manuscripts unto my nephews Richard Wood, son of my late brother Richard D. Wood, and Dr. Horatio C. Wood Junior ; and I enjoin upon them to destroy all such as, on examination, they may think it undesirable to preserve.

8 My copy of the great work of Canova on the ancient buildings of Rome I bequeath to The American Philosophical Society.

9 My Medical books and those upon sciences closely connected with medicine I bequeath to the College of Physicians of Philadelphia ; excepting those of which the College has already copies ; but not excepting a complete series of all the editions of all my works, which I wish the College to hold in memory of me. Those medical books which shall remain, as well as my surgical, or medical, or philosophical instruments I bequeath to be equally divided between my nephews Dr. John H. Packard and Dr. Horatio C. Wood Junior. My microscope now in possession of Dr. William Lehman Wells, and any other apparatus of mine that may be in his keeping, I bequeath to said Doctor Wells. The residue of my Library I bequeath to be equally divided between my nephews Richard and Edward R. Wood, so far as they may desire ; and such books as they may not desire to keep, my Executors will sell, and apply the proceeds to the general purposes of my will.

10 I direct that my horses be not sold, and any which may become unserviceable are to be cared for on my farms while they shall live. 11 My dwelling house, gardner's cottage, barn and other out houses, and the grounds appertaining unto them, including lawn, garden, orchard and

grass lots, on the west side of the main Street in the town of Greenwich, Greenwich Township, Cumberland County, New Jersey, which was the residence of my father, Richard Wood; together with so much of my Greenwich farm, now rented to Dubois, as lies on the west side of said Street, consisting of two fields lying northward of the orchard lot aforesaid, with the dwelling house on one of them; and two other fields containing together about thirty acres, in one body of upland and meadow, situate on the southward side of a road leading from said main road of Greenwich into Bacon's neck, and eastward of a road leading from Bacon's neck-road to a landing place on Cohansey Creek, called Buena Vista; Also one undivided half of my Salt marsh, lying near Cohansey Creek, in said Township of Greenwich, including my recent purchases, now mainly converted into meadow, I give and devise unto my nephew Richard Wood, son of my late brother Richard D. Wood, for and during his natural life; and from and after his decease I devise the same unto his eldest son, to him his heirs and assigns: But if my said nephew should leave no son, or male issue of any son, living at the decease of my said nephew, or leaving such they should all die during minority, then I give and devise the said real estate unto the next in age of the other sons of my deceased brother Richard D. Wood, namely, Edward R. Wood, George Wood, Randolph Wood, Walter Wood, and Stewart Wood, then living, for life, with remainder in fee to his eldest son, with like limitation over in case he should leave no son, or male issue of any son, living at the decease of my said nephew, or leaving such they should all die during minority; that is, over to the next of my nephews aforesaid for life with remainder as aforesaid; but if all the other nephews should be deceased at the death of my said nephew Richard Wood, or of his son or grandson then living, at his death during minority, then it is my will that the oldest of all the sons of all my said nephews, whether my nephews had predeceased Richard or his male issue dying during minority,

or not, who shall be in life at such event and live to be of lawful age, shall be the executory devisee in fee of said real estate; it being my intent that the fee shall vest within lives in being and twenty one years thereafter, and that one only shall take the fee, and he to be the eldest son, or the eldest son of an eldest son, before a younger son or his son, provided such shall come into life in time to avoid the rule of law that prohibits a perpetuity.

12 All that portion of my Greenwich farm aforesaid lying east of the main Street of Greenwich, in Greenwich Township, Cumberland County, New Jersey, including the grounds, with the dwelling-house, barn and other outhouses, formerly belonging to my grandfather Richard Wood, and the lot adjoining these grounds, and purchased with them from my sister Hannah D. Wood, now Hannah W. Scull, and a lot with wood and swamp bought of Moses Sheppard, now deceased, but excepting therefrom the portion I have converted into a Cranberry tract, with margin; and also an undivided half of my Salt-marsh aforesaid, including recent purchases, mainly converted into meadow, near Cohansey Creek; also a frame house and lot situate on the west side of the main Street, Greenwich, known as the May house and lot, because once owned by a person of that name, and nearly opposite the former residence of my grandfather, I give and devise unto my brother Charles S. Wood, for and during the period of his life; and from and after his decease I give and devise said property unto his son, my nephew Richard Francis Wood his heirs and assigns.

13 My stone house and premises, generally occupied as a place of entertainment, situate on the east side of the main Street, Greenwich aforesaid, and nearly opposite the entrance into Bacon's neck-road aforesaid, with the barn and outhouses and lot of three acres, more or less, attached to it; also the two double frame houses, situate on the east side of the main Street, Greenwich, and immediately south of the said stone house, with the grounds as enclosed round them at my decease; also the tract of upland and meadow,

situate on the south side of the Bacon's-neck road, known as the Wallen farm, bought by me at the sale of the estate of Moses Sheppard, deceased, I give and devise unto my brother Horatio C. Wood for life; and from and after his decease I give and devise the same unto his son George B. Wood and his heirs.

14 My Pine Mount farm in Greenwich Township aforesaid, embracing the hill commonly called Pine Mount, with the cultivated land and woodland about it, amounting to between two and three hundred acres, now in the tenancy of J. Smick, together with all buildings and improvements thereon, but excluding the swamp and upland set apart for a Cranberry tract, I give and devise unto my sister Hannah W. Scull, for and during her life; and I empower her notwithstanding her coverture, to dispose of said farm and appurtenances, by any writing in the nature of a last will and testament, unto any one or more of the descendants of our father Richard Wood, in fee simple, or for any other estate, and under such trusts and limitations as she may think proper; but if she should make no such appointment in the nature of a will, or should give and appoint the same otherwise than as above authorized, then I give and devise the same to all my nephews and nieces in equal shares and to their respective heirs.

15 A field of about twenty acres, more or less, situate on the western extremity of Pine Mount aforesaid, extending from the southern to the northern Roadstown road, and now occupied as peach orchard and truck field, together with a small house near, on the upper Roadstown road, but excluding the Cranberry tract running across the said field, I give and devise unto my cousin Samuel Bacon of Greenwich and to his heirs and assigns, with the use and subject to the like use by the owner of said Cranberry tract of the common use of a road and causeway running between said Roadstown road; but if the said Samuel Bacon should leave no issue living at his decease, I give and devise the same unto his sister Hannah Bacon and her heirs; but if

she be then deceased without having left issue to take the same, then I devise the same to those who shall be my right heirs by the laws of New Jersey, to them their heirs and assigns, in such shares as they would inherit real estate under the intestate laws of said State.

16. The house and lot on the west side of Greenwich main Street, usually known as the Daniell house, purchased by me of my cousin Mary W. Bacon of Greenwich, daughter of George Bacon, deceased, I give and devise unto my said cousin Mary W. Bacon during her life; and from and after her decease I devise the same unto her children their heirs and assigns, share and share alike, and the issue of any child deceased to take equally the share their parent would have taken if living, in fee: But should the said Mary W. Bacon leave no issue living at her decease, I devise the said property unto her niece Hannah, daughter of Francis Bacon, in fee; but if the latter should decease before her aunt Mary leaving no child or issue living at the decease of the said Mary, then I devise the same unto my cousin Mary W. Bacon and to her heirs.

17 I give and devise unto my Executors their heirs and assigns, all that my farm in Stow Creek Township, Cumberland County, New Jersey, Containing about Four hundred acres, including woodland and meadow, with all the dwelling houses, barns and other buildings thereon, exclusive of three Cranberry tracts laid out thereon, in trust, that if my nephew George W. Sheppard, shall at any time within two years from the date of my decease, assume by legal authority and continue to retain the name of Wood for his last name, and give such name to his child, or children if more than one, to convey said farm and buildings unto my said nephew by his acquired name, for and during his life, he covenanting in the deed of conveyance to retain such name during his life; and upon the further trust at and after his decease to convey the said farm and buildings, excepting as aforesaid, to and among his child or children, as he my said nephew shall by will limit and appoint, in fee

simple, or any other estate, provided such appointee or appointees shall have taken and retained the name of Wood, and shall covenant to retain such name and to transmit it to his, her or their children, and that such covenant may be valid such conveyance or conveyances shall be made after the appointee or appointees shall have arrived at lawful age, but within twenty one years after the decease of my said nephew; but a daughter or daughters who have changed their name to take that of their husband shall not be required to comply with the above condition, or to make such covenant: And if my said nephew should make no such appointment by will, then upon the like condition and covenant made, I direct my Executors to convey said plantation and buildings, except as aforesaid, unto his son John in fee simple. The Executors for the time acting under the provisions of this will shall be competent and are authorized to make conveyances as aforesaid: But should my said nephew depart this life leaving no child or issue living at his decease, although he shall have taken said name, then the said property shall be conveyed to those who will then be my heirs by the laws of New Jersey, and their heirs, in such shares as they would take my intestate estate by said laws, issue taking the shares their parents would have taken if then living. And if my said nephew shall decline to take the name of Wood within the time limited as aforesaid, or thereafter should cease to retain that name, and give it to his child or children, then I direct my acting Executors for the time being, other than my nephew to whom conveyance shall be made, to convey said property unto my nephew Richard Wood, son of my late brother Richard D. Wood, for his life, with remainder to his child or children or issue, living at his decease, for such shares and estates as he may by last will direct, limit and appoint; and in default of any such appointment then unto his child or children, if more than one equally, and to the issue of any child then deceased the share or shares their parent or parents if then living would have taken, share and share alike, to them their heirs and

assigns; provided that he the said Richard Wood shall upon such conveyance being made to him pay to the said George W. Sheppard Five thousand dollars; which in the event aforesaid I bequeath to him in lieu of said farm. But should my said nephew Richard Wood leave no child, nor the issue of any child living at his decease, to take said farm under the above limitation, I hereby make an alternative limitation of said farm and buildings, and direct that the same be conveyed unto my nephew Richard Francis Wood, son of my brother Charles S. Wood in fee; but if he be deceased before my nephew Richard Wood, then unto his eldest son, if any, in fee; such grantee refunding to the Executors or Administrators of the said Richard Wood the Five thousand dollars he may have paid to George W. Sheppard, or if not so paid then the said Richard Francis Wood or son will pay the said sum to the latter and take conveyance of said land as aforesaid in fee simple.

18 It is my will, and I enjoin it upon the devisees of all my real estate in the State of New Jersey herein devised, that the proceeds of the products or rents shall be applied annually in the first place to keeping the same in as good order as I shall leave them, and to keeping the buildings in repair, before being applied to other uses; so that the ultimate devisees may come into possession of them in as good order as they shall have been when they came into the hands of the first, the irreparable dilapidations of time only excepted. I also give and bequeath to each devisee the policy or policies of insurance against fire upon the buildings I have respectively devised unto them; and I direct my Executors to assign them accordingly.

19 I give and devise unto my Coachman Martin Leiber and his heirs the house and lot in the town of Greenwich aforesaid which I purchased of Clement, and called the Clement property: I make this devise in consideration of Martin's faithful services to me, at a time of his life when he might be placed in an independent condition by the exertion of his industry.

20 My dwelling house numbered eleven hundred and seventeen, (1117), Arch Street, Philadelphia, where I reside, extending with grounds attached, from Arch to Cherry Street, with coach house, stable, garden and conservatory, with curtilage as inclosed, and appurtenances, I give and devise unto my nephew Richard Wood, son of my late brother Richard D. Wood, and to his heirs, if he will accept the same as and for his residence, at the price of Seventy thousand dollars, to be paid to my Executors for the purposes of this will, and the receipt and declaration of the other Executors acting shall suffice as evidence that he has accepted said devise, and that the title of said messuage and premises has vested in my said nephew in fee simple: But should he decline to accept said property then I direct my Executors to offer the same to the other sons of my brother Richard D. Wood in fee, at the same price and upon the same condition of residence successively according to age; and if they all decline then to offer the same to my brothers Charles S. Wood and Horatio C. Wood successively in the like manner, and my other acting Executors will make conveyance to any Executor who shall accept, and all the acting Executors to any one accepting who is not an Executor; and the devisee or grantee shall join in the deed from the Executors to covenant with them that if said property shall be sold within ten years after my decease, he shall account to them for all the excess of said price over seventy thousand dollars, to be applied to the general purposes of my will, and it shall be the duty of the purchaser to see that such excess has been paid to the Executors. And should none of the foregoing accept then I direct my Executors to make the like offer to my other nephews upon the same conditions, successively according to age; and should they all refuse I direct the same offer to be made to my married nieces in the same order of succession, on the same conditions, their husband covenanting for them. Should none of my said relations accept such offer then I direct my Executors to sell and convey the said mansion and premises to any purchaser in fee simple, without liability on

his part to see to the application of the purchase moneys, which my Executors will apply to the general purposes of this will: All recitals of facts made in the conveyances from the Executors touching said matters shall be conclusive evidence of the truth of such facts.

21 The Copy right of the United States Dispensatory belongs exclusively to myself; a written agreement between the late Dr. Franklin Bache and myself having been signed and duly executed, by which the copy-right of the whole work should, upon the decease of either of the Authors vest exclusively in the survivor: But, as my object in making this agreement was simply to secure to myself, should I survive my colleague, the control of the revision and publication of the work, and in no degree to possess his share of the pecuniary proceeds, which have always been one third, corresponding with his share in its execution; and as I have, since the decease of Dr. Bache, uniformly transferred to his representatives one third of the net profits of the book, it is my will that the same disposition shall be made of it in the future; that is of whatever may accrue to my estate from the sale of copy-rights of new editions, or from an extension of the authority to print copies of the present edition in excess of the stipulated number of ten thousand, one third shall be paid to Dr. T. Hewson Bache as Trustee of the heirs of the late Dr. Franklin Bache, first deducting five hundred dollars from this share of the proceeds of each new edition, as in part payment of the expenses of the revision. The remaining two thirds of the clear proceeds of said work shall be divided into two equal portions, one of which shall belong to my nephew Dr. Horatio C. Wood, and the other to his brother, my nephew, George B. Wood. The proprietorship of said work shall vest in my said nephew Dr. Horatio C. Wood; but upon the conditions, namely, that in each revision of the work for a new edition, he shall request the aid of Professor William Proctor Junior and Dr. Robert Bridges, who shall each receive the sum of five hundred dollars, for such ser-

vices in the new edition as they have rendered in preceding editions; and Dr. Horatio C. Wood as editor shall be entitled to the compensation of one thousand dollars. Should Dr. T. H. Bache offer his aid, his services may be accepted, and a compensation of Five hundred dollars may be taken by him, if he sees fit, to be deducted from the share falling as before directed to the heirs of Dr. Franklin Bache.

The privilege of publishing the work shall, in all instances, be offered to the house of J. B. Lippincott & Co so long as J. B. Lippincott shall belong to the firm, on condition they shall continue to pay for the privilege as heretofore; that is one dollar for each copy printed; in notes to become due at intervals of six months, to be of such amount that the last note shall fall due, as near as can be ascertained, six months after the sale of the edition; and, should the sale be unexpectedly rapid, payment of the yet unpaid notes may be demanded at the end of six months after the disposition of the edition; and this date shall be determined by the day of publication of the next succeeding edition.

It is my will that the title of the book shall remain as at present; and no changes shall be made in its contents except such as may be necessary for the correction of positive errors, the introduction of new matter, the accommodation of the book to the new Pharmacopias that may be published, and the elimination of old matter which may have become effete in the progress of time. Any new article introduced shall be designated by placing the initials of the author at the foot. Any wilful violation of any of the above conditions shall work a forfeiture of the work; the right and title to which shall then vest in the Executors of my will, to be by them applied to the general purposes of my will.

22 My work entitled "A Treatise on the Practice of Medicine," I hereby bequeath to my nephew in law, Dr. John H. Packard, on the conditions that in the revision of the book he shall leave its present title unchanged, and its contents as little changed as practicable, and that he shall indicate any new matter that may be added by the initials of the

author: He shall enjoy the whole clear proceeds of the work. A violation of these conditions shall work a forfeiture to the Executors of my will as above provided in respect to the United States Dispensatory; and I give the same directions as to the publishers.

23 My work entitled "Treatise on Therapeutics and Pharmacology" I bequeath in joint proprietorship to my nephew, Dr. Horatio C. Wood and nephew in law, Dr. J. H. Packard; the net proceeds to be divided equally between them; subject to the same conditions as to title and contents of the book, and forfeiture as in the preceding bequests, and to the same directions as to the publishers.

24 I bequeath to the male heirs of my late friend Dr. Franklin Bache, omitting his son George for obvious reasons, the sum of Five thousand dollars, to be divided among them as follows; Two thousand dollars to Dr. T. Hewson Bache, and Fifteen hundred dollars unto each of his brothers, Charles Bache and Albert Bache.

25 I bequeath Five thousand dollars unto Margaret Bache daughter of said Dr. Franklin Bache.

26 To The College of Physicians of Philadelphia I give and bequeath the sum of Ten thousand dollars, in trust for the special purposes following: That they shall keep the said amount safely invested in ground rents or first mortgages, or in the loans of the City of Philadelphia, the State of Pennsylvania, or the United States of America; and to guard against any diminution of said capital, or to increase the same, it is my advice and request that from Fifty to a hundred dollars of the income, with any gains on sales of investments, shall be annually invested as capital; and then upon the trust to apply the income of said legacy to the more efficient service of the College Library; first, by paying a suitable salary to a Librarian who shall be in attendance personally, at such times as the College may direct, to hand books to those who may wish to read in the college building, or books to be taken out under suitable restrictions; 2d. for lighting and heating the rooms, and supplying tables, seats,

furniture and stationery; and, 3d, should there be a surplus, to apply it for the increase of the Library and binding books. Having been making advances to the College for such objects, of Five hundred dollars per annum, I direct my Executors to continue such payments half yearly until said legacy of Ten thousand dollars shall be paid to the College.

27. Whereas, at my request, the Trustees of the University, of Pennsylvania have established a faculty co-operative with the Medical Department, consisting of five professorships; namely, 1, Botany; 2d, Zoology and comparative Anatomy; 3d. Mineralogy and Geology; 4th. Medical Jurisprudence; and 5th. Hygiene; which I have aided by an annual payment; and it is my desire that said Faculty and professorships should be permanently established: Therefore, for that purpose I give and bequeath unto the Trustees of the University of Pennsylvania Fifty thousand dollars, in trust, to be kept safely invested in ground rents, first mortgages, or in the loans of the City of Philadelphia, the State of Pennsylvania, or of the United States; and I advise, in order to keep said capital uninpaired, that a few hundred dollars of the income, and all gains on resales of investments, should be added to the principal; and also all income which may accrue at such times as any of the professors' chairs shall remain unfilled, which may in time enable the Trustees to purchase illustrative apparatus, or material, or specimens for the several courses of said branches of science, or to increase the number of Chairs in said faculty, or the salaries of the professors in the existing chairs. It is my desire and will that Twenty five hundred dollars of the income of said endowment, when all the chairs are filled, shall be applied to the payment of the Professors' salaries, or five hundred dollars unto each, who shall have delivered a *bona fide* course of lectures, of which the Trustees shall be the judges; which Lectures will preferably be in the months of April, May and June. Such salaries will be paid after the delivery of the course of lectures; and will be in addition to any fees that may be paid by the pupils.

28 I also give and bequeath unto the Trustees of the University of Pennsylvania, all my medical plants, and those having any relation to medicine, whether exotic or otherwise, and capable of being transplanted from their present site, which at the time of my decease may be in my Hot house or conservatory, or the garden adjoining; and my wish is that when these plants shall come into the hands of the Trustees of the University they shall be placed under the special care of Dr. Joseph Carson, should he then occupy the chair of *Materia Medica*, and of his successors in that chair, should the said Trustees not find it convenient to make some other arrangement. A portion of the income of the investments mentioned in the preceding section not otherwise consumed, it is my desire may be applied to the preservation and increase of said plants; and I cherish the hope that such collection will in time be ample to illustrate the course of lectures on *Materia Medica*, delivered in the Medical Department of the University, as well as the course of Botany; and it is my desire that the professors of both chairs shall have the use of the collection, each being under due responsibility for injury to the plants.

29 I give and bequeath unto The Trustees of the University of Pennsylvania Five thousand dollars, to be used for establishing and supporting a Botanical Garden and Conservatory: So much as not expended in construction, will be invested as above indicated, and the income be used for the support and extension of the garden, plants, or conservatory.

30 Having heretofore engaged to pay and paid to The Trustees of the University of Pennsylvania, Twenty five hundred dollars a year, or so much as they should require for the support of said Auxiliary Faculty of Professors, I direct my Executors to continue such payments as may be needed, within said amount, until said legacy shall be paid to an amount to yield an equal income; which will be without deduction from the legacy.

31 I give and bequeath unto The Trustees of the University of Pennsylvania Seventy five thousand dollars, to be

used if requisite to aid in building a Clinical Hospital on or in connection with their grounds in West Philadelphia, in 27th Ward of the City, to be under the control of said Trustees; or if the house shall have already been built, then the said sum, or any portion thereof that shall remain after the use of part, is to be invested in securities or loans as directed in respect to the previous legacy of Fifty thousand dollars; the income whereof will be used for the maintenance of such hospital: A condition on which this legacy is given is, that in the main front building there shall be a Ward, of at least twenty beds, over the entrance door of which shall be kept the words, "Peter Hahn" *Ward*; and the portrait of Mr. Hahn now in my possession I bequeath to said Trustees to be placed in this room.

32 I give and bequeath to the American Philosophical Society the sum of Twenty thousand dollars, to be placed into the hands of the Trustees of that Society now under appointment, to be used for the erection of a Fire Proof building, for the security of the invaluable Library of that Society, either by altering their present building, or the erection of a new Hall: The income will be reinvested by said Trustees until the Society is prepared to build.

33 I give and bequeath unto my sister Hannah W. Scull, Five thousand dollars.

34 I give and bequeath unto each of my nephews and nieces by blood relationship, excepting Geo. W. Sheppard, to whom a greater devise has been made, they being including him twenty-two in number, Five thousand dollars. That sum intended for my brother Charles' son Charles, I give to his father, and to such Trustee as my said brother may by will appoint, to keep the principal invested, and to apply the income to and for the personal comfort of my said nephew; and if my said nephew should leave no child or issue living at his death I give the principal as his father shall appoint by will. If any such legatee should die before me leaving no issue the legacy shall fall into the residue; but if leaving issue they shall take, if more than one, equally.

35 * * * * *

36 To The Indigent Widows and Single Women's Society of Philadelphia, of which my wife was long a member, I give and bequeath the sum of Five thousand dollars.

37 Unto each of the children of William Hahn, deceased, who was a brother of Peter Hahn, my wife's father, to wit, Christian and Mary, I give the sum of Five thousand dollars.

38 Unto Elizabeth H. Sellers, daughter of Mary Vanhorn, who was daughter of Mrs. Willis, sister of Peter Hahn, I give Twenty five hundred dollars. 39 I give and bequeath Seventy five hundred dollars unto Mrs. Hannah Chamberlin, a daughter of Mrs. Willis aforesaid; but it is my will that whatsoever amount her son David Edwards shall owe me, principal and interest, shall be taken to have been so much paid on account of said legacy, and his notes shall be handed over to her or her representatives.

40 Unto the children of Mrs. Lockhart, a sister of Peter Hahn, I give and bequeath Nine thousand dollars, to be equally divided between them; and additionally unto Margaret Lockhart, one of said children, the sum of One thousand dollars.

41 Unto Dr. Lehman Wells and his sister Elizabeth Wells, children of Mrs. Ann Wells, a relative of my wife, I give and bequeath, respectively, the sum of Five thousand dollars.

42 To the children of Mrs. Rebecca Moore, a cousin of my wife, I bequeath Five thousand dollars, to be divided equally among them.

43 To Mrs. Fish of Trenton, daughter of the late Doctor Howell, an uncle of my wife, I bequeath Five thousand dollars.

44 To Misses Lucy and Eliza Mayer, daughters of the late Philip F. Mayer, D.D. I give Three thousand dollars, making to each fifteen hundred dollars.

45. I bequeath to my faithful servant John Garrison Three

thousand dollars; of which I direct Two thousand dollars to be placed with the Provident Life and Trust Company, in trust to invest the same and pay to him the interest semi annually, and at his decease to pay the principal as he may will it, or to his legal representatives.

46 To Lydia Sheppard, housekeeper at Greenwich, if continuing to live there, I bequeath One thousand dollars clear of taxes; unto Alice Quinn, chambermaid, Five hundred dollars; unto Martin Lieber, Five hundred dollars, if they continue to live with me until my decease, clear of taxes; unto James Quinn, my former gardner, Five hundred dollars, and if he deceased to go to his children equally; and unto Susan Clark, cook, Levi Curtis, and to David Christie, gardner, Two hundred and fifty dollars each, on condition of living with me at time of my decease; and upon like condition I give unto Levi Curtis and David Christie, respectively, One hundred dollars for every year after the present until my decease, and proportionately for the last part of a year.

47 To each of the following persons named after me, I give One thousand dollars; to wit, George B. Wood, son of my brother Horatio; George W. Sheppard, son of my deceased sister Ann; George Wood, son of my brother Richard; Geo. W. Bacon, son of my cousin, John Bacon of Greenwich, New Jersey; George W. Hunt, son of my friend and former pupil, Doctor William Hunt; George B. Wood, son of my nephew Geo. Wood; George W. Bacon son of Josiah Bacon and his wife and my niece Caroline; and to George B. Wood son of Doctor Horatio Wood, Junior: they have all my sincerest wishes for their welfare and prosperity in life.

48 To The College of New Jersey, sometimes called Princeton College, and sometimes Nassau Hall, at Princeton, Rev'd John McLean, President, I bequeath Five thousand dollars.

49 To the Meeting of Friends at Greenwich, to be paid to their Treasurer, I bequeath Two thousand dollars, to complete the stone wall round the graveyard; to keep their

school in repair and to fence and adorn the school lot with trees and shrubbery, and for such other uses as that Meeting may prefer.

50 Should any of my nephews or nieces marry before receiving his or her legacy, I direct my Executors to pay to such Five hundred dollars out of the income of my estate; provided such marriage shall take place without the express disapprobation of his or her parents or parent; such payment to be made on the wedding day, and without deduction of collateral tax: And I give and bequeath unto my nephew Randolph Wood and his wife Elizabeth each Five hundred dollars, to be applied to objects to commemorate my affection for them.

51 Unto each of the following I give and bequeath legacies as follows: Unto the Children's Hospital; The Philadelphia Dispensary; and The Shelter for Colored Orphans, respectively, Five thousand dollars; Unto the Union Benevolent Association; The Foster Home; and The Female Society of Philadelphia for the relief and employment of the poor, respectively, Three thousand dollars; Unto the Asylum for Old and Destitute Colored People; The Union School and Children's Home; and to The Industrial Home for Girls, respectively, Two thousand dollars; Unto the Fuel Saving Society; The Locust Street Mission Association; The Sewing Society of which Mrs. Wood was a member; The Adelphi School; and Ladies' Depository, respectively, the sum of One thousand dollars.

52 I give Fifty dollars a year unto my cousin Martha Reeves of Greenwich, New Jersey, for life.

Should my estate prove deficient to pay all the legacies, then the pecuniary legacies will abate rateably.

53 I appoint to be the Executors of this my last will and testament my brothers Charles S. Wood and Horatio C. Wood, and nephew Richard Wood. Should either or all of these renounce, die or be discharged from their executorship, I appoint my nephews to be executors in his or their place, to come into vestiture of title and office, as vacancies shall occur, in the order in which I now proceed to name them;

Doctor Horatio C. Wood Jr.; Edward R. Wood, R. Francis Wood, son of Charles, John B. Wood, and Doctor John H. Packard; and also if any of these cease or refuse to be Executors the next in order will act; after which if there should remain duties to perform, and the number of Executors should fall below three, which is the number I intend to be in office at one time, I authorize the acting Executors or Executor to petition the Orphans' Court of this County to appoint one or more Executors and trustees to fill the vacancy or vacancies, who, upon such appointment being made, shall become forthwith vested with all the title and powers, and be subject to all the duties, of the Executors whose places they shall have been appointed to fill; and such appointees shall not be required to give security. As and for a compensation to my Executors for their care and trouble in executing this will, I give unto each of them, for the time while acting as Executors and trustees, Five hundred dollars a year; to continue for five years after my decease, if the business of the estate shall so long require; and if not then fully settled, they shall thereafter receive but the legal commissions on so much as shall remain to be settled, but not to exceed said annual allowance.

54 All the rest, residue and remainder of my property and estate I give, bequeath and devise unto The Trustees of the University of Pennsylvania, having it especially in view that they shall establish and maintain a Hospital for Clinical Lectures on medicine and surgery, for the instruction of students. I except from this, dispositions I may make by Codicils.

55. I direct my Executors in making payments to any corporate Institution made a legatee by this will, to take an acknowledgment of such payment under the corporate seal, declaring that the legacy has been accepted upon the terms and conditions of the bequests, to be therein copied or recited, with a covenant to observe the same in good faith forever: And any corporation prior to the residuary legatee, violating such terms and conditions shall forfeit

their legacy or legacies, when the same shall accrue to and be recoverable by the Residuary Legatee, to be used for the purposes of its incorporation.

56. I constitute all my Executors, as they shall come into office under this will, and the survivor of them, and the Executors of the survivor of them, for twenty one years after the decease of such survivor, to act as visitors to said corporations including the residuary legatee; and as parties interested they are authorized to inquire into the administration of said corporate trusts, and to examine their accounts, and if there be occasion they shall have discretion to enforce performance of the trust, or to enforce a forfeiture if a forfeiture shall have been incurred; and if any forfeiture shall have been incurred by a prior legatee it shall enure to the use of the residuary legatee; and if by the latter then it shall accrue to my next of kin under the intestate law of Pennsylvania.

57 I revoke my former will of the 14th. day of August, A.D. Eighteen hundred and sixty-seven, and the codicils thereto, except the legacies and devises for charitable, scientific or religious uses; and as to these I also revoke said will and codicils as soon as one calendar month shall have expired from the date of the execution of this my last will and testament.

In testimony whereof I have hereunto set my hand and seal, this twenty second day of June, A.D. Eighteen hundred and seventy one; my said will being written on the nineteen preceding pages.

GEORGE B. WOOD. [SEAL]

Signed, sealed and deliver as his last will by Dr. G. B. Wood in our presence, who in his presence and at his request, and in presence of each other, have hereunto subscribed our names; the 35th item of the will being erased.

ELI K. PRICE.
BENJ. P. WILSON.
CHAS. SWAYNE.

CODICIL No 1.

Be it remembered that I make this as a Codicil to my will of even date herewith. Having engaged largely in the cultivation of Cranberries, on portions of my estates in Cumberland County, New Jersey, having in view useful objects beyond the mere increase of my estate, I make the following provisions to secure their accomplishment, against the contingency of my early decease. The real estate that I have devoted to these purposes consists of distinct pieces of swampy grounds, with margin of upland surrounding them of the width of twenty feet or more. These I have had surveyed, and plans of them prepared in a Manuscript Book, where will be found descriptions of the tracts, with their cost, mode of cultivation and results; which is to be put into the hands of the Trustees of the Cranberry meadows, to be by them carefully kept for reference. The corners of these surveys are marked by stones fixed in the ground, and upon the boundaries, fences have been, or are to be erected; and should I depart this life before their completion, that duty is to devolve on the said Trustees, and is to be done at the expense of my estate. All those fences belong to myself exclusively, and are to be kept in good order by the Trustees without cost to the owners of the neighboring grounds: And in order that materials may be at command for all time in future, I have taken measures to plant or preserve on the grounds such trees as the Chestnut, White Oak, Locust, and white or swamp cedar, which are especially well adapted for posts and rails; by the growth of which, and their replacement by young trees when removed, a perpetual succession of fencing material may be insured. On the uplands connected with the meadows I have also taken measures to plant fruit trees, and other fruit bearing plants, as the raspberry, blackberry &c., the produce of which, as well as any other cultivation of these grounds, is

subjected to the same disposition as that of the meadows. These tracts are designated as follows: No 1, Pine Mount Tract; No 2, Peach Orchard, or Truck Field tract; No 3, Pole Bridge Tract; No 4, the Woodland tract; No 5, the Mackanippa tract; No 6, The Hopewell tract; No 7 the Greenwich Tract; No 8, the Molly Wheaton Run tract; No 9, the Border tract; and No 10, the Gross tract; containing together one hundred acres or more.

2 I give and devise the said Cranberry tracts unto my nephew Richard Wood, son of my brother Richard D. Wood; unto my brother Charles S. Wood, but should he die or decline to act then to his son (R. Francis Wood;) unto my brother Horatio C. Wood, but should he decline to act then to his son Doctor Horatio C. Wood, and unto my friend Eli K. Price, a Trustee of the University of Pennsylvania, and well acquainted with my wishes; all of Philadelphia; and should my brothers or either of them be deceased my said nephews to take their place; and unto my cousin Job Bacon, my nephew George W. Sheppard, and my nephew in law Josiah Bacon, all of Cumberland County, New Jersey; to them their heirs and assigns, to their only proper proper use, and to the use of those who shall be duly appointed to supply their places in manner hereinafter provided and of their heirs; or in case of a Charter being obtained under the laws of New Jersey for the better carrying into effect the purposes of this Codicil, then to the use of such corporation their successors and assigns, provided such Charter shall include said acting trustees or their survivors, and obtain their consent; but in trust, nevertheless, for the purposes and intents hereinafter expressed.

3 It is my will that said Trustees shall constitute themselves into a Board of management, for the purpose of Executing said trusts; and should they become incorporated, it is my will that the substance of the provisions of this Codicil shall be embraced in said Charter. Four of said Trustees shall always be residents in Philadelphia, and three of them in Cumberland County, New Jersey: The successor to Eli K. Price

shall be appointed by the Trustees of the University of Pennsylvania: The first other vacancy among the City Trustees, and the successors to him, shall also be appointed by the Trustees of said University, in the interest of the Clinical Hospital under their charge. The place of Job Bacon on his death or resignation, and of his successors shall be filled by the Monthly Meeting of Friends at Greenwich, New Jersey. All other vacancies shall be filled by the surviving or continuing members of the Board; my relatives and nearest of kin to be preferred if deemed fitted for the trust.

4 There shall be a President and Secretary of the Board to be chosen from the members; and I nominate my nephew, Richard Wood, to be the first president, to continue in office while of the ability to act.

There shall be a Treasurer, who shall not be one of the Trustees, and should a trustee be appointed to the office he shall cease to be a trustee, and his place as such shall be filled. I nominate John E. Sheppard to be first Treasurer, to hold his office while of the capacity to perform its duties,

There shall be a general superintendent, who shall not be one of the Trustees, and should a trustee be appointed to the office he shall cease to be a trustee and his place shall be filled. I nominate Edwin Eastlack to be the first general superintendent, to hold his office while of capacity to perform his duties. The successors of the preceding officers shall be appointed by the Board of Trustees, as may be prescribed by their By Laws.

5 The President, beside presiding at the meetings of the Board, shall have a general superintendence over the business of the trusts; shall sign all orders upon the Treasurer; and, under the direction of the Board, shall personally attend to the division of the proceeds of the Cranberry culture; and annually make a report of the transactions of the preceding year, and when approved by the Board, shall communicate the same to the parties and institutions interested.

6 The Treasurer shall receive and receipt for all moneys belonging to the trust, except when in exceptional cases the

Board shall otherwise direct. He shall pay all orders signed by the President, and none without his sanction. He shall make report to the Board at each stated meeting of all receipts and expenditures, and the sources of the former and objects of the latter.

7 The general superintendent shall have the immediate direction of all the agricultural concerns of the trust; shall take care that the several tracts shall be kept under full culture to the extent of their capacity, and that productiveness shall be maintained: He shall employ competent persons for the culture and gathering of the crops; see that all machinery is kept in proper order, the flooding carefully attended to, and the crops taken to market and sold, the proceeds of which he will immediately hand over to the Treasurer; who, under authority of the President, shall pay the moneys requisite to compensate the hands employed by the Superintendent, and for all needful expenditures in the cultivation and the getting of the produce to market. These regulations may be changed after the decease of Edwin Eastlack.

8 The Trustees and their several officers shall be compensated as follows: Until the cranberry culture shall suffice to pay expenses, the Trustees shall severally receive Two hundred and fifty dollars per annum, and the President Five hundred dollars yearly, out of the income of my estate; but when the net proceeds of the cultivation shall be large enough, the above salaries shall be doubled; such sums are to cover their travelling and other personal expenses. But outlays incident to the performance of their official duties, as for books, stationery, office rent, and salary of Secretary, if deemed proper, shall constitute charges on the cranberry culture.

9 The Treasurer of the Board shall receive as his full compensation, a commission of one per cent on all his receipts from the cranberry culture, and one per cent on all payments for the same, and on sums paid in distribution of net profits, but nothing on the receipt of sums from my estate for completing

the works: These terms are to apply to John E. Sheppard only, and not to his Successors, whose compensation the Board will fix, requiring from them security for the faithful discharge of their duties and proper application of all moneys which shall come into their hands, which I do not require of J. E. Sheppard.

10 The general agent, Edwin Eastlack, is to receive out of my estate, in consideration of his devoting his whole time to this business, including our truck business, the annual sum of Eight hundred dollars, payable in equal monthly sums, until his commissions on the Cranberry culture, and by receipts which may accrue to him by the present partnership arrangements between himself and Francis Bacon with myself, in regard to Pine Mount meadow, No 1; and between himself and J. E. Sheppard with myself, in regard to the Pole Bridge meadow, No. 3, shall, with the eight hundred dollars now paid him, make him an income of One thousand dollars, annually; after which only so much shall be paid him from my estate as may be necessary, with the receipts just mentioned, to make up to him an income of one thousand dollars yearly; and as soon as the net proceeds of the Cranberry culture, with his commissions and partnership profits shall be sufficient to maintain for him an income of One thousand dollars annually then all payments to him out of my estate shall cease. His Commission on the Cranberry culture is to be ten per cent on the net profits during his life, as I have agreed with him, in consideration of his performing all the duties assigned; and should he, before his decease be disabled, by disease or age, or other cause, from performing these duties actively, then it is my will that an assistant agent, agreeable to the Trustees, shall be appointed, such assistant receiving such portion of said ten per cent as may be considered just; but any superintendent who may be appointed by the Board, after the decease of E. Eastlack, is not to be entitled to said per centage, but only such salary or commission as the Board may determine.

11 The Board may hold their meetings at such place within

the limits of Philadelphia or Greenwich, and at such times, as they may think proper; but they shall meet at least once in every three months in Greenwich; and as the house I there occupy, will, after my decease, come into the possession of the President of the Board, my nephew Richard Wood, I hereby express my wish that he may so arrange matters as to have the meetings held in the same house. One of the first objects of the Board will be to draw up a set of By Laws for their own regulation. I do not particularize their duties here, as they will be such as the nature of the trust implies; and most of them have been already designated, or will be in subsequent sections of this Codicil

12 The Board of Trustees is to have full ownership and complete control over said cranberry tracts and adjoining upland, and their management and culture, under the provisions of this Codicil; but some explanation is necessary in consequence of peculiar arrangements made in regard to some of them, causing them to be thus far exceptional to the general rule: Thus, as to meadow no 1, finished to the extent of about five acres, there is an agreement between myself on the one side and the late Francis Bacon and Edwin Eastlack on the other; and between myself and J. E. Sheppard and E. Eastlack, as to meadow no 3, to continue in force for five years from their date, by which I, as landlord, and as having advanced all the money necessary to put the meadows in proper order, even to the payment of services which they themselves have rendered, am entitled to one third of the crop without any deduction for expenses of keeping in order, collecting, conveying to market &c. and they as tenants are to divide equally the other two thirds of the proceeds, after payment of expenses: In regard to the Peach Orchard or Truck Field tract, no 2, I have an engagement for five years from date in 1868, with said Edwin Eastlack and the late Francis Bacon, by which after the cost of preparation, amounting to upwards of Eight hundred dollars shall have been refunded out of the proceeds of the culture, the net proceeds or profits are to be divided equally between the three

parties concerned. After the periods to which these engagements are limited shall have expired, these meadows shall pass completely under the control of the Trustees.

13. There are also two other meadows, nos. 4 and 10, under exceptional regulations: No 4, Woodlands, Stow Creek, with about six acres under culture, in two patches in the open fields, excluding a third meadow in the woods, is bound by promise to my nephew George W. Sheppard, for the net proceeds of one-third of crops during his life, and to his son John after him for life, and after the decease of the survivor of them it is to go into the general trust hereby created; and the remaining two-thirds, so far as relates to the patch of about three acres, first planted, are to be paid by the Trustees annually unto "The American Philosophical Society for the diffusion of Useful Knowledge," held in Philadelphia, to be applied to increase the Fire Proof Building Fund; and when not needed for that, to be applied to such other purposes as the Society may think best. As regards no. 10, the Gross tract, of about two acres, the clear profits are to be divided equally among my two unmarried nieces, Hannah Ann daughter of Charles S. Wood, and Mary Ann daughter of Horatio C. Wood, and continue during their respective lives, and then to return to the general fund.

14. In relation to the one third of the crop that accrues to me from Pine Mount Meadow, no 1, I will that it be paid to my sister Hannah W. Scull; and also after the lease shall expire she shall receive one third of the net proceeds thereof during her life, to be paid annually to her.

15. The first object of the Trust by this Codicil created, will be to place the whole of the One hundred or more acres of swamp lands under Cranberry Cultivation, and maintaining such cultivation, using as much of the upland in the immediate vicinity as may be needed for the purpose. In the extension of the Cranberry Meadows a thick layer of mud or muck is removed from the surface, and its place is supplied by a layer of sand taken from the adjoining banks.

This removed muck I wish to be used in the improvement of the upland belonging to the swamp tracts, which I wish to be cultivated under the direction of the Trustees, in truck for the City market, so that none of the ground or removed muck shall be wasted. It is my wish, whenever practicable, that the several meadows shall have borders or belts of the White Cedar-trees of the New Jersey swamps; and a portion of the funds shall be applied to this object as important to the Cranberry culture, since besides the great value of the trees they will shelter the cranberry plants. The border profits will be added to those of the Cranberry cultivation.

16 My Executors are hereby enjoined to distribute or pay no part of my estate in fulfilment of my will, except to pay legacies of less amounts than Five thousand dollars; and except also the payments necessary to continue those annual payments which I have for some years made by agreement with certain Institutions, in the interval before getting the principal of their legacies, until the whole of the hundred acres, more or less, shall have been put under Cranberry culture; and for the speedy accomplishment of that object, not only all the net proceeds of the Cranberries, but also so much of the whole income of my estate as can be usefully applied, shall, with such exceptions, be used therefor.

17 To do justice, however, to the purposes of my will, I direct that all the net proceeds of cranberries, after the whole shall be under cultivation, shall be applied to the reimbursement of my estate, not only for sums furnished by my Executors, but for those expended by myself, for the purchase and improvement of said swamp grounds, until my estate shall be made sufficient to provide for all the bequests made in my will, and also all collateral taxes and charges of settling my estate, assisted by the current income of my estate not specifically devised, but not to make up anything for the residuary legatee; and this object being accomplished, the proceeds of the Cranberry cultivation shall thereafter

be exclusively used for the purposes contemplated by this Codicil.

18 It is not expected that the Trustees will have occasion to sell any of said land; but should parts thereof become unprofitable for Cranberry cultivation, they are authorized to sell and convey such parts in fee, and to execute deeds therefor to the purchasers, clear of all trusts; and they are authorized to purchase equal quantities of other swamp lands and improve them for cranberry cultivation, if the business shall continue profitable, with the like power of sale upon the like occasion; and such power is to be exercised by the successors in the trust, or by the corporation if a charter shall be obtained to execute this trust; but should the whole business become unprofitable for a period of five years, I authorize them to close the whole trust by a sale of all the lands, at public or private sale, and to divide the net proceeds among the beneficiaries for the time being, in proportion to their receipts from the income for the period of ten years next preceding; but if but a part only become unprofitable a part only will be sold, and the proceeds be divided among the parties interested in such part, and in proportion to such interest. I allow the Trustees to keep in hand, out of the proceeds of sales of crops, enough to secure the collection of the next succeeding crop, for necessary repairs, and to provide for casualties and failure of crops.

19 After the whole swamp lands aforesaid shall have been converted into Cranberry meadows, and so much of the cost thereof shall have been repaid to my Executors out of the proceeds as may be required to enable them to carry the will into full effect, the Trustees will proceed to dispose of the annual proceeds of the Cranberry cultivation, which, according to the best calculation I can make, based upon general experience, will be very productive, in manner following: The gross proceeds shall be divided into two equal parts, of which the first shall be charged with all the annual expenses of production; while the whole of the second is to be devoted to the charitable uses hereinafter described. The expenses so to be charged against the first

half will include those of cultivation, collection, sales, salaries, taxes, repairs, the expenses of the trust and trustees, the commissions of the Treasurer and superintendent. This being done, the net residue or balance of the first half shall be equally divided among all my nephews and nieces, during their respective lives, and to their children or issue, if any, after their decease, the children taking equally their parent's share by representation; but if leaving no issue living at their decease respectively then the survivors of them and the issue of those deceased shall take the share of such decedent, issue taking equally only the share their parent would have taken if then living, and so on until twenty one years shall expire after the decease of the survivor of my nephews and nieces and grand nephews and nieces who shall have been in life before my decease; understanding this to be the longest period during which I can tie up said properties in trust for uses not charitable. After the aforesaid limitation shall expire then the proceeds of the first half shall go as those of the second half, upon the charitable uses hereinafter expressed.

20 The second half of the proceeds of the sales of Cranberries clear of deductions for charges, I give and devise for the following charitable objects forever: Five hundred dollars in each year, to be applied to the education of the colored people of Greenwich Township, Cumberland County, New Jersey, with permission to include colored persons in Hopewell and Stowe Creek Townships; one half to be expended annually, and the other half to be invested and accumulated to form a permanent fund, until the whole shall yield an income of Five hundred dollars annually, when the accumulation shall cease; and the interest thereof shall then be applied as aforesaid. This annual sum of Five hundred dollars shall be paid by the Trustees to Clarkson Sheppard while he lives, in trust to hold and administer the same; and after his decease to such person or persons as may be appointed for the purpose by the Monthly Meeting of Friends held at Greenwich; and should such Meeting fail to appoint

then to be paid to such person or persons as the Orphans' Court of the County may appoint to hold and administer the fund.

21 Five hundred dollars of said proceeds of the Cranberry culture shall be paid annually to the Treasurer of the Monthly Meeting of Friends held at Greenwich, to be applied under the direction of that meeting for the purposes of education.

22 One thousand dollars of said Cranberry product shall be paid annually to the Treasurer of Greenwich Township, to be applied to the purposes of education, under the direction of the Trustees, who shall have the care and supervision of free schools, or in the foundation and support of a public library; and not less than half thereof shall be, and the whole may be, used for the latter purpose; such Library to be placed in charge of six trustees to be appointed by said school Trustees, for six years; except of those first appointed one shall go out at the end of each year, when his place shall by appointment of a new trustee be filled; and they shall determine by lot the periods of their service. And if said Township officers should fail to make the appointment of Trustees, or fill the vacancies as they occur, or in any other duty in relation to this trust, it is my will that the Orphans' Court of said County shall make the appointments and control the appointees in the discharge of their duties.

23. The residue of said second half of the proceeds of said Cranberry cultivation, and of the first half of such proceeds after my next of kin or heirs shall have ceased to draw the same, shall be paid over to The Trustees of The University of Pennsylvania, to be by them invested at interest or in public loans, as authorized by law for trust investments; so that they may have a reliable capital in the event of failure of crops; and such investments shall continue to be made until the invested capital shall amount to Five hundred thousand dollars, provided that the period for investment for accumulation shall not exceed the measure of time prescribed for my relatives by blood to draw their income from the Cranberry cultivation aforesaid; but the

interest and income of all investments made as above directed shall be from the first and at all times applicable, one half to the support of the Clinical Hospital, and the other half to and for the general purposes of the University.

24 In consideration of the aforesaid provision for the University of Pennsylvania, The Trustees thereof are required to educate, without charge for tuition, a number of pupils who may apply and bring satisfactory testimonials of character and fitness for education in the department of arts, not exceeding one for every one thousand dollars of income of invested capital derived from the source above provided; and for the Clinical Hospital are required to receive any number of patients, in other respects admissible who may apply for gratuitous admission, from Greenwich, Hopewell and Stow Creek Townships, Cumberland County, New Jersey, free of charge, not exceeding one patient for every sum of Two thousand dollars of income of capital invested from said source.

25 When the time shall come at which my heirs or next of kin shall cease to receive any share or advantage from said Cranberry cultivation, according to the limitation herein-before contained, I authorize and direct, if the business shall then be profitable, that out of the income or proceeds of the said cultivation that would have gone to my relatives but for such limitation, the Trustees shall have the right to extend the area of cultivation, as they may deem best for the interest of the Institutions which will then receive the revenues thereof; and with this view the said Trustees may purchase and put under cultivation other swamp lands with upland margins; and they may, before the expiration of the period, with the consent of the Trustees of the University of Pennsylvania apply a portion of the income of the Cranberry culture, not exceeding ten per cent thereof, to such purchase and improvement of swamp lands as aforesaid, not using more than ten per cent of the income of such culture to accrue to said University, and the lands purchased and improved to be for the exclusive benefit of that institu-

tion as before provided, my object being thereby to extend the ability of the Trustees thereof to educate youth, increase knowledge, and relieve the sufferings of humanity.

26. Whatever may be the issue, I am, in making the foregoing provisions and dispositions, acting under a strong conviction that much good may be the result thereof; and having such conviction and purpose I have not felt at liberty to omit this effort to accomplish that good.

And such being my desire and purpose I appeal with confidence to the Legislature and Judicial Tribunals of my native State of New Jersey, to do all that may be needful and proper to carry out my intentions, as by granting a Charter if needed, or by the appointment of trustees, or otherwise doing what may be required to give full effect to my will and codicil. And should it happen that these have in any particular transcended in limitation the policy of the law, yet it is my will and intent that my purposes as expressed shall be carried into effect so far as the law will permit, as if expressed in terms within legal limits, and as if all in excess had not been written. And should any provision of my will fail by lapse or otherwise, it is my will that all dispositions so failing shall fall into and become part of the residue of my estate, and as such to vest in the residuary legatee, under the residuary clause of my will.

In testimony whereof I have hereunto set my hand and seal this twenty second day of June, A.D. eighteen hundred and seventy one; this codicil being written on the previous eleven and part of this 12th. page.

Signed, sealed and declared }
to be a Codicil to his will by }
Dr. Wood in our presence, }
who in his presence and at his }
request, and in presence of }
each other, have hereunto sub- }
scribed our names. }
GEO. B. WOOD. [SEAL.]

ELI K. PRICE.
BENJ. P. WILSON
CHAS. SWAYNE.

Be it remembered that I make this as a second Codicil to my foregoing will and codicil dated the second day of June A.D. 1871.

As the 35th clause of my will, I give and bequeath unto my cousin Mary W. Bacon of Greenwich, Cumberland County, New Jersey, twenty five hundred dollars; and until such legacy be paid to her I desire my Executors to pay her on the first monday of May and November in each year, as I have been doing, One hundred dollars at each payment.

I bequeath to Mrs Emeline H. Fish, of Trenton, New Jersey, a cousin of my wife, a painted portrait of her aunt Mrs. Hahn, now in my possession.

Whatsoever principal sum I shall have paid towards the construction of the clinical Hospital about to be built in West Philadelphia by the Trustees of the University of Pennsylvania, over and above Ten thousand dollars which I originally subscribed to that object, I direct to be deducted from the legacy of Seventy five thousand dollars bequeathed to the said Trustees by the 31st clause of my will to be applied to the purposes of said hospital.

I propose to build a house and enclose a yard on part of the paternal place where I reside during summer, at Greenwich, New Jersey, devised by the 11th. clause of my will; and I have enlarged and may further extend the Cranberry tracts devised by the said codicil to my will: Now it is my will that the said house and enclosure; and all said extensions of my Cranberry tracts made, or to be made, as they may be enclosed at my decease, I give and devise to The Trustees thereof named in said codicil and their heirs, for the purposes and upon the trusts therein expressed as to said tracts respectively; and the said house and lot are to be held for the reception of cranberries and other fruits to be

taken from all said Cranberry tracts, to be held in trust as aforesaid.

In testimony whereof I have hereunto set my hand and seal, this 4th. day of October 1872.

Signed and sealed and published and declared in our presence. } GEO. B. WOOD. [SEAL]

I. SERGEANT PRICE.
JAS. P. TOWNSEND
T. K. LONGSTRETH.

CODICIL No. 3.

Whereas circumstances have rendered it necessary that all parts of the foregoing Will and codicils in which the name of George R. Wood, eldest son of my late Brother Charles, has been introduced, should be modified, I hereby direct that his name shall be erased from all those passages in which it may now be found, and that all bequests in his favor, and the appointments of him to any function or duty under this Will or either of the codicils should be absolutely abrogated. Thus, in clause 12 of my Will, in which certain real estate is devised to my brother Charles, and, after his decease, to his son George R. Wood, I direct that all which concerns my nephew George should be abrogated, and the devise pass immediately to a younger brother, R. Francis Wood, designated in the clause as the successor of George. *Again*, in clause 53, in which I appoint my Executors, I direct the name of Geo. R. Wood be omitted altogether, and that of his brother R. Francis Wood be introduced as his substitute immediately after Edward R. Wood. *Thirdly*, in clause 2 of Codicil no 1., Geo. R. Wood is designated as one the Trustees of the Cranberry Tracts as substitute for his father should he die or fail to act: It is my will that

his name be omitted here, and that of his brother R. Francis Wood be put in its place.

PHILAD., Jan. 12th 1874.

Written with my own hand.

GEO. B. WOOD. [SEAL]

George B. Wood M.D. at }
said date published and de- }
clared the above as a Third }
Codicil to his will, which with }
the previous Codicils, he re- }
published, in our presence, who }
in his presence and at his re- }
quest, and in presence of each }
other, have hereunto subscrib- }
ed our names.

ELI K. PRICE.

I. SERGEANT PRICE.

JAS. P. TOWNSEND.

J. H. BURROUGHS.

No. 4.

Be it remembered that I make this further Codicil to my foregoing Will. Having entered into a written agreement, on the 1st of December 1873, with Job Bacon, of Greenwich, Cumberland County N. J. for the establishment of the Canning Business in that place, towards which I am to advance sums of money not exceeding Eight thousand dollars, in consideration of receiving one half the profits of the business: Now it is my will, and I do hereby order and direct my Executors to permit said sum or sums of money, not exceeding in the aggregate the sum of Eight thousand dollars, to remain in the hands of Job Bacon, to be used by

him for said Canning Business, during the period of five years aforesaid, according to the terms of the said written agreement; nor shall they demand any interest therefor during that time; provided, nevertheless, that the profits of the business shall be annually divided according to said agreement.

In testimony whereof I have hereunto set my hand and seal, this 27th of March 1876; hereby republishing my said will and foregoing Codicils.

Signed, sealed, published and declared by Dr. George B. Wood to be a Codicil to his foregoing Will and Codicils, and as a republication thereof, in our presence and in presence of each other, who in his presence and in presence of each other, have, at his request, subscribed our names as witnesses.

GEO. B. WOOD. [SEAL]

ELI K. PRICE.
I. SERGEANT PRICE.
BENJ. P. WILSON
JAS. P. TOWNSEND

CODICIL 5.

I make this as a Codicil to my foregoing Will. I Direct my Executors to pay to The Provident Life and Trust Company of Philadelphia such sum of money as will buy an annuity of Two hundred and fifty dollars for the life, and made payable to, Caroline E. Talbot, a minister of the Society of Friends, residing near Mount Pleasant, Ohio.

2d All grounds which I have purchased since the date of my Will, or which I may purchase hereafter, adjoining any one or more of my Cranberry tracts mentioned in the first Codicil to my above will, shall be taken and considered as belonging to the tract which they adjoin, and as such pass as part thereof by said Codicil, and be under the management of the same trustees.

In testimony whereof I have hereunto set my hand and seal this 8th. day of December 1874.

Signed, sealed, published and declared as a 5th. Codicil to his foregoing will by Dr. Geo. B. Wood in our presence, who in his presence, and in presence of each other, have at his request, subscribed our names as witnesses.

GEO. B. WOOD. [SEAL]

ELI K. PRICE.
THEO. P. MATTHEWS

CODICIL No. 6.

Be it remembered that I George B. Wood, M.D. do make this as a sixth Codicil to my foregoing last will and testament. I devise the lot I have purchased on the south side of the Bacon road, in Greenwich, nearly opposite my Cranberry Store house, shall go as part of Greenwich Homestead and estate, to the person or persons, and on the same limitations, as devised by the 11th. item in my will.

All that tract of land at the southwest corner of the Pine Mount Farm, comprising a purchase recently made of Algey Stanford, and a portion of ground east of the latter, which I have planted with peach trees, altogether six or eight acres, I devise to go to the Trustees to whom I have devised the

Cranberry tracts and to their heirs, as an addition to and part of Pine Mount Cranberry tract, no 1, and to have right of way along a road on west border of Pine Mount farm.

The four or five acres bought of — Handy, adjoining Pole Bridge tract, no 3, along the lower Rhoadstown road, I devise to the same Trustees in fee, as an addition to and part of that tract.

The tract of about Forty acres which I last bought of Horace Ogden, is divided by a road leading to the Baptist Meeting House: So much thereof as lies between said road and the Hopewell tract, no. 6, I devise to said Trustees in fee as part of said tract; and so much thereof as lies between said road and the Border tract, no. 9, I devise to said Trustees in fee as part of the latter tract; upon the trusts the said tracts were devised upon.

A piece of sixteen or eighteen acres of land which I bought of Clarkson Sheppard, bordering on my Greenwich farm to the south, and communicating by a road to the Greenwich Cranberry tract, no. 7, I devise to said trustees in fee, as an addition thereto and part thereof, with the right of way over said road, upon the same trusts as the said tract no 7 is devised.

In testimony whereof I have hereunto set my hand and seal this 2d day of July 1875.

Signed, sealed, published and declared by Dr. George B. Wood in our presence, who in his presence, and in presence of each other, have, at his request, subscribed our names as witnesses to said Sixth Codicil.

ELI K. PRICE.
THEO. P. MATTHEWS

CODICIL No 7.

I appoint Joshua B. Lippincott, Bookseller and Publisher, of Philadelphia, to be one of The Trustees of the Cranberry tracts, under the second clause of my first Codicil, as if therein named, and to take the same title and to have the same powers as his Co-Trustees.

Witness my hand and seal this 12th. day of July 1875.

Signed, sealed, published and declared by Dr. Geo. B. Wood, as a Codicil to his foregoing will, in our presence; at his request, in presence of each other, we have hereunto subscribed our names.

GEO. B. WOOD. [SEAL]

ELI K. PRICE.

THEO. P. MATTHEWS.

